

**NORTH CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL
ARTICLES OF AGREEMENT
Covering
HIGHWAY/HEAVY CONSTRUCTION
and
BUILDING CONSTRUCTION**

**Within the Jurisdiction of
Local Unions 32 and 727**

**EFFECTIVE:
May 1, 2000 through April 30, 2005**

INDEX OF ARTICLES **HIGHWAY/HEAVY CONSTRUCTION and** **BUILDING CONSTRUCTION** **AGREEMENT**

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ARTICLE I
RECOGNITION

Section 1. This Agreement made and entered into between the Northwestern Illinois Contractors Association, Inc. (for the Highway/Heavy Contractors) and the Northern Illinois Building Contractors Association, Inc. (for the Building Contractors), party of the first part, for their members and those firms for whom they have bargaining rights, hereinafter called the Association and the Laborers' International Union of North America, Local Unions 32; Rockford & DeKalb and Local 727; Dixon, party of the second part, hereinafter called the Union.

Section 2. It is understood and agreed that this Agreement shall be in effect on construction work, either Federal, State, County, Township, City, or private work within the boundaries of the above mentioned Local Unions.

Section 3. The conditions of employment set forth shall prevail from May 1, 2000, through April 30, 2005, and shall continue in effect from year to year thereafter unless either party to this Agreement gives sixty (60) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same.

Section 4. This Agreement shall supersede all agreements now in force, covering working conditions, with proper Addendum covering wages, within the jurisdiction of the Local Unions signatory to this Agreement.

Section 5. The term "Laborers", as used in articles covering working conditions, shall apply to any employee covered by these Articles of Agreement including Mason Tenders and charter grants by the AFL-CIO.

ARTICLE II PURPOSE

Section 1. The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes and grievances.

Section 2. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours, and other working conditions for all Laborers and (Laborer) watchmen in its employ.

Section 3. Union Security. All present employees who are or become members of the Union shall remain members, as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment, after seven (7) days following the beginning of their employment or the effective date of this contract, whichever is later, as authorized in Section 8 (a) (3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of nonpayment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

ARTICLE III REFERRAL CLAUSE

Section 1. The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, or national origin.

When an Employer calls the Referral Office for persons they shall be dispatched in a non-discriminatory manner as follows:

Registration and referral of applicants shall be on a nondiscriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which persons in the construction and maintenance industry may register for referral at any time during the hours which the Referral Office is open for registration of applicants.

The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of this Agreement relating to referral procedure and Union Security.

The Employer shall recognize the Union's Referral Offices in the geographic area covered by this Agreement.

- (A) Group A - All persons who have been employed as a construction laborer for 1000 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last two (2) years.
- (B) Group B - All persons who have been employed as a construction laborer for 500 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last one (1) year.
- (C) Group C - All persons who have been employed as a construction laborer for 60 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last one (1) year.
- (D) Group D - All applicants not qualifying for Group A, Group B and Group C above.

All applicants or referrals based on hours worked, shall move a maximum of one group per calendar year January through December.

Apprentices shall be referred under a separate out-of-work list, and shall be listed according to their apprenticeship year.

The foregoing list shall be maintained on the basis of the written statement of the person seeking active employment and such other information available to the Referral Office. All Local Unions will require employees to fill out the same referral applications.

Section 2. All persons registered for active employment shall set forth their name, address, and telephone number and classification or classifications of work sought.

Registration and referral of such applicants shall be done by groups as set out above. Each applicant shall be registered in the highest group for which he qualifies and registrants in Group A shall be first referred, then Group B and then Group C and then Group D in that order.

The name of a registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive two (2) days' pay at straight time if employed.

Section 3. The Employer shall not request a Group C or Group D registrant by name in the month of December, January, February or March.

Section 4. Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said former employees to the job or project, provided they are properly registered applicants in the Referral Office, are available for work at the time of the request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographic area of the Referral Office within thirty-six (36) months prior to the request; and provided further that no employees shall be laid off or discharged to make room for such former employees.

Section 5. The Employer retains the right to reject any job applicant referred. The Employer shall have the right to hire and discharge. If an Employer rejects any referral, the Employer must immediately contact the Union office for additional referrals. The Union may, within three (3) days after a member has been rejected or discharged, request the reasons of the rejection or discharge in writing. Hiring of employees shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation or Union membership, policies or requirements.

Section 6. The Employer in requesting referrals shall specify to the Union (a) the number of employees required; (b) the location of the project; (c) the nature and type of construction, demolition, etc., involved; (d) the work to be performed; and (e) such other information as is deemed essential by the Employer in order to enable the Union Referral office to make proper referral of qualified applicants.

Section 7. If a registrant, referred to employment in regular order, refuses to accept such referral or employment, his name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral list, if such applicant is not available when referrals are made.

Section 8. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees the Union may contact other Laborer Locals to fulfill the Employers' request. Then if the referral facilities maintained by the Union are unable to fulfill the request of an Employer within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays and Holidays excepted) the Employer may employ applicants directly. In such event, the Employer shall notify the Union Office of the names of the persons employed and the dates of hirings, such notice shall be given within forty-eight (48) hours of the hiring.

Section 9. It is understood and agreed that any employee employed by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location or on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in the displacement of another employee.

ARTICLE IV

KEY MAN

Section 1. The number of Key Laborers, if any, will be decided upon between the Contractor and the Union at the Pre-Job Conference. Under no circumstances will any Key Man be allowed on any job or project where the Contractor employs only one (1) laborer.

ARTICLE V

PENALTY FOR FAILURE TO PAY WAGES

If any Employer fails to pay wages as established within this Agreement, the arbitration procedure herein provided for shall become inoperative after a twenty-four (24) hour notification to the Employer and the Association by the Union and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE VI

WORKERS' COMPENSATION

Section 1. The Contractor shall carry Workers' Compensation, and agrees to carry on all Laborers' unemployment compensation regardless of the number of employees or the period of time for which they are employed and upon request from the Union, the Contractor (Employer) shall provide a copy of the certificate of insurance.

Section 2. It is agreed that when an Employer requires the Laborer to perform work for him in an individual capacity when such work is not within the usual scope of his employment, thereby preventing recovery for injuries under the Workers' Compensation Act, no such request shall be made by the

Employer to any Laborer unless he is sufficiently covered by either Workers' Compensation liability or such other type of insurance that would protect said Laborer in case of Injury. Failure to comply with the above requirement shall constitute a violation of this Agreement.

Section 3. FICA and Medicare benefits will be deducted from the wages of the employee and the Employer will remit the employee's share and the Employer's equal share to the Internal Revenue Service.

ARTICLE VII BONDING REQUIREMENTS

Unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one full year immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement a surety bond in the amount of Twenty Thousand Dollars (\$20,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers' Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund, when due the aggrieved employees or the Trustees of the Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund after written notice to the Employer and bonding Company, file claim to obtain payment costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

ARTICLE VIII LIABILITY CLAUSE

Section 1. It is understood and agreed that the negotiating agent (Associations) shall in no event be bound as a principal or employer hereunder, or be held liable as a principal or employer in any manner for breach of this contract by any party hereto that the liability of the Employer hereunder is several and not joint.

Section 2. It is understood and agreed that the District Council is acting only as Agent to negotiate and execute this Agreement and in no event shall the District Council be bound as a principal or be held liable in any manner for any breach of this contract by any Local Union. It is further agreed and understood that the liabilities of the Local Unions who are bound by this contract shall be several and not joint.

**ARTICLE IX
PENSION, ANNUITY, WELFARE,
LABORERS'-EMPLOYERS' COOPERATION AND EDUCATION TRUST,
MIDWEST FOUNDATION FOR FAIR CONTRACTING, ILLINOIS LABORERS' AND
CONTRACTORS JOINT APPRENTICESHIP AND TRAINING FUND,
ADVANCEMENT FUND, VACATION FUND, APPRENTICESHIP
AND CHECK-OFFS**

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Pension Fund the sum per hour as denoted in Addendum I and II pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into an Annuity Fund the sum per hour as denoted in Addendum I and II pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Health and Welfare Fund the sum per hour as denoted in Addendum I and II pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers'-Employers' Cooperation and Education Trust the sum per hour as denoted in Addendum I and II pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Midwest Foundation for Fair Contracting the sum per hour as denoted in Addendum I and II pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program the sum per hour as denoted in Addendum I and II pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Construction Industry Advancement Fund the sum per hour as denoted in Addendum I and II pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers' of Illinois Vacation Fund the sum per hour as denoted in Addendum I and II pertaining to the Local Union Fund involved.

Apprenticeship - The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

The Employer agrees that upon termination of contributions to the Pension, Annuity, Health and Welfare, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation and Training Funds said hourly contribution shall be applied to the Laborers' hourly wage rate per Addendum I and II.

The Employer agrees that any Local Union having a work assessment check-off, a building fund check-off, or any check-off as outlined in the Addendum it will be recognized and become part of this Agreement.

If any Employer fails to pay into the above said funds, the arbitration procedure provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE X

CHIMNEY, TUNNEL, AND RAILROAD AGREEMENTS

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Stack Agreement" covering erection, alteration, repair, and demolition of reinforced concrete and masonry chimneys.

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

All work coming under the Tunnel Agreement of the International Union will be done in accordance with the National Tunnel Agreement.

In the above instances, it shall be the duty of the Contractor to notify the regional offices of the Laborers' International Union of North America under whose jurisdiction the work is to be performed, when they are low bidder on a "Chimney Job" or "Railroad Construction Job" for the purpose of holding a pre-job

conference covering that particular job. The Contractor involved shall notify Mr. Edward M. Smith, Vice President and Midwest Regional Manager, Laborers' International Union of North America, Midwest Regional Office, 1 North Old State Capital Plaza, Suite 525, Springfield, Illinois 62701. Phone: (217) 522-3381.

All maintenance work may be done under the "President's Maintenance Agreement".

ARTICLE XI INVALIDITY AND SEVERABILITY

It is the intent of both parties to this Agreement to comply fully with all State and Federal laws and Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any State or Federal laws or Presidential Executive Orders then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law or Presidential Executive Order. Deadlocks in such renegotiations shall be submitted to arbitration. All other sections and articles of this Agreement shall remain in full force and effect.

ARTICLE XIa MANAGEMENT'S RIGHTS

On any project where the bidding list includes an established, legitimate, non-union contractor, the Association, or employer may request and the Union must accept a meeting with the Association, the employer, and any other applicable trades to discuss a possible project agreement. This in no way binds the Union to issue or accept a project Agreement; however, any project agreement will apply to all Union contractors bidding the project in question.

ARTICLE XII SUBCONTRACTING

No employer may subcontract or assign any of the work described herein, which is to be performed at the job site to any contractor, subcontractor or other party who fails to sign an agreement with the conditions of employment contained herein.

ARTICLE XIII PRE-JOB CONFERENCE

Section 1. A pre-job conference shall be held at least forty-eight (48) hours prior to the starting of a job if requested in writing by the Union.

Section 2. Should an Employer evade a pre-job conference, said employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement. Section 1 will not apply providing the job constitutes not more than five (5) working days. It is agreed that a Contractor working

within the jurisdiction of the Local Unions, parties of this Agreement, shall notify the Business Manager before starting to work.

ARTICLE XIV UNION REPRESENTATIVE

It is agreed that the Business Manager, and/or full time Field Representative of the Local will have the right to visit all jobs where his men are employed subject to security regulations where in effect.

ARTICLE XV STEWARDS

Section 1. The Business Manager may appoint a steward on all projects or portions of projects, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Employer will be advised in writing of the name of steward.

Section 2. The steward is to perform all duties assigned to him by the Business Manager. The steward is to work the same as any other employee on the job.

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the men which may occur on the job where employed as soon as possible.

Section 4. The steward shall not be transferred from one project to another without advising the Business Manager.

Section 5. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union.

Section 6. The steward shall not be discharged because he is performing his duties as steward, nor shall the steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 7. The Steward shall work when there is any work to be performed by the Laborers. He shall be the last man on the job if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved.

Section 8. When a job is temporarily shut down due to weather, material shortages, or similar cause, and the employees are laid off, the steward shall be the first employee recalled to work when the work resumes, if qualified.

ARTICLE XVI
LABOR FOREMAN - HIGHWAY

Section 1. It is agreed that all labor foremen designated by the Employer shall be members of one of the Local Unions signatory to this Agreement. Said foremen to have been a member of such Local Union for a period of not less than one (1) year.

Section 2. Where there are four (4) to twelve (12) Laborers employed on a job by any one Employer, there shall be a labor foreman. Labor Foremen shall receive fifty cents (\$.50) per hour above the highest paid Laborer under his supervision.

Section 3. When there are more than twelve (12) or more Laborers working for one contractor on a job, the labor foreman shall be paid seventy-five cents (\$.75) per hour above the highest paid Laborer under his supervision.

Section 4. Wherever Laborer Foremen are used, the foremen of other crafts shall contact the Laborer Foreman and he will issue all work assignments to the Laborers.

Section 5. It is agreed that a General Laborer Foreman when designated by the Employer shall receive one dollar and fifty cents (\$1.50) per hour above the highest paid Laborer under his supervision.

ARTICLE XVIIa
LABOR FOREMAN - BUILDING

Section 1. It is agreed that all labor foremen designated by the Employer shall be members of one of the Local Unions signatory to this Agreement. Said foreman to have been a member of such Local Union for a period of not less than one (1) year.

Section 2. Where there are four (4) up to twelve (12) Laborers employed on a job by any one Employer, there shall be a labor foreman. Labor Foremen shall receive one dollar (\$1.00) per hour above the highest paid Laborer under his supervision.

Section 3. When there are twelve (12) or more Laborers working for one contractor on a job, the labor foreman shall be paid one dollar and twenty-five cents (\$1.25) per hour above the highest paid Laborer under his supervision, and will be strictly confined to supervision only, and will not be in charge of more than twenty (20) men.

Section 4. Wherever Laborer Foremen are used, the foremen of other crafts shall contact the Laborer Foreman and he will issue all work assignments to the Laborers.

Section 5. It is agreed that a General Laborer Foreman when designated by the Employer shall receive one dollar fifty cents (\$1.50) per hour above the highest paid Laborer under his supervision.

ARTICLE XVII WATCHMAN CLAUSE

Laborer Watchmen shall receive straight time pay for all Saturdays, Sundays, and Holidays. Time and one-half shall be paid for all overtime. If the watchmen are doing any work that comes under the classification other than watchmen in this Agreement, they shall be governed by the working rules and rates of this Agreement.

ARTICLE XVIII HOURS OF WORK AND HOLIDAYS

Section 1. Eight (8) hours shall constitute a day's work between the hours of 6:00 a.m. and 4:30 p.m. with one-half hour for lunch. Five (5) days shall constitute a week's work, Monday through Friday. The lunch period should begin between 11:30 a.m. and 12:30 p.m.. Time worked during the regular lunch period shall be paid at the overtime rate of their respective rate of pay with thirty (30) minutes on company time for lunch. Employees must be allowed to eat lunch by 1:30 p.m.

Section 2. The Employer will be allowed flexible hours if the awarding agency so states.

Section 3. At the option of the Employer, four (4) ten (10) hour days, Monday through Thursday, may be utilized. Ten (10) consecutive hours exclusive of a one-half (½) hour lunch period between 12 noon and 12:30 p.m. All time worked beyond ten (10) hours on a regular work day or beyond forty (40) hours in a regular work week shall be paid at the rate of one and one-half (1½) times the hourly rate. In the event one or more days are lost due to inclement weather during a regular work week, then Friday may be utilized as a make-up day at the straight time rate of pay. This section shall be applied per project and all Friday make up and/or Friday overtime worked shall be done by Employees working on said project the prior Monday through Thursday. This section shall be effective only if it does not violate State of Illinois law.

This section does not apply where all Employees of the Employer on the project are not working under these provisions.

Section 4. Any overtime under thirty (30) minutes consists of thirty (30) minutes; over thirty (30) minutes shall be counted an hour.

Section 5. Legal Holidays shall be: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No work shall be done on Labor Day, except as a condition of

extreme emergency, and then only after consent is given by the Business Manager. Should any of the aforementioned holidays fall on Sunday, the following Monday will be considered a holiday. Employees may take Veterans' Day off if desired without reprisal. Any work performed on Holidays or Sundays shall be paid at the double time rate of pay.

Section 6. Where it is mutually agreed between the Employer and the Business Agent, the starting time for the daylight shift may be advanced. Laborers who are required to work ten (10) hours on job sites covered by this Agreement shall be provided with lunch if they so request, without cost to employee, and allowed to eat same without loss of time.

Section 7. Should a trade under a contractor's employ be granted coffee break(s) Laborers shall receive same.

Section 8. Any employee injured on a job who is unable to return to the job by written order of a doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work but requires subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

ARTICLE XIX SHOW-UP TIME

Section 1. When an Employer orders a certain number of men and these men appear on the job or shift at the time as requested then they must be put to work or paid one (1) hour's show-up time.

Section 2. When an employee employed on a job finishes his day's work and returns to work on the following day, he shall be allowed one (1) hour's show-up time, unless he has been notified two (2) hours before starting time that there would be no work.

Section 3. Compensation shall be paid to employees being taken out of the jurisdiction of their respective Local Union. Show-up time is not to be construed as compensation.

ARTICLE XX STARTING TIME AND OVERTIME

Section 1. When an Employee commences work he must be given two (2) hours' employment or pay. Any Laborers working two (2) or more hours shall receive four (4) hours' employment or pay; any Laborer working four (4) hours or more shall receive six (6) hours' employment or pay; any Laborer working six (6) hours or more shall receive eight (8) hours' employment or pay.

Section 2. When a man is required to remain on the job past the starting time and not put to work, he shall be entitled to two (2) hours' pay providing that he remains on the job for those two (2) hours.

Section 3. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.

Section 4. On any election day workmen shall be given sufficient time off for the purpose of voting at their respective polling places.

Section 5. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

Section 6. When an employee reports for work on a premium time day, he must be given two (2) hours' employment or pay. Any Laborers' working two (2) or more hours shall receive four (4) hours' employment or pay; any Laborer working four (4) hours or more shall receive six (6) hours' employment or pay; any Laborer working six (6) hours' or more shall receive eight (8) hours' employment or pay.

ARTICLE XXI SHIFT WORK

Section 1. When so elected by the contractor, multiple shifts of at least three (3) consecutive days duration may be worked. When one (1), two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours' pay at the regular hourly wage rate for eight (8) hours' work.

Section 2. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly wage rate for seven and one half (7½) hours' work.

Section 3. The third shift (graveyard shift) shall begin at 12:30 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly wage rate for seven (7) hours' work.

Section 4. A lunch period of thirty (30) minutes shall be allowed on each shift. On continuous pouring operations, the men will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty minute lunch will be staggered through each shift for the employees on that specific shift.

Section 5. Premium pay shall be One Dollar Twenty-five Cents (\$1.25) per hour for the second shift and One Dollar Seventy-five Cents (\$1.75) per hour for the third shift.

Section 6. Shift clause shall apply on regular work week only, 12:01 a.m. Monday through 12:00 p.m. Friday. All other work performed on Saturday, Sunday, or Holidays and all hours worked other than the regular shift hours shall be paid at the applicable overtime rate.

Section 7. There shall be no pyramiding applicable of overtime wage rates.

Section 8. If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the contractor involved and the Union.

Section 9. In the event that men are changed from one shift to another, there shall be eight (8) hours lapse between shifts, otherwise the overtime wage rate shall be applicable.

Section 10. The provisions of Article XX, Section 1, shall apply to this Article (Shift Work).

Section 11. There shall be no requirement for a day shift when either a second or third shift is worked.

Section 12. If any of the trades that Laborers tend work a multi-shift operation wherein shift starting times are different than those established in this Agreement, the Laborers agree to change their starting time as long as they are not required to work more than the designated Shift Clause hours.

ARTICLE XXII

PAY DAY

Wages shall be paid in cash or by check weekly, and not more than five (5) days wages may be withheld at any time. In the event cash is paid, the employee shall be given a statement of earnings and deductions containing the Employer's name and address, date, the name of the person making the payment and the name of the person being paid. When checks are used the check stub shall have the Employee's name and also the Contractor's name, address, date and all earnings and deductions made for the pay period that is covered by that check. The Employer shall have the right to make such deductions from the Employee's salary as required by State and Federal laws for Social Security, income tax, and dues check-off. The Employer shall comply with all State and Federal laws governing the unemployment of men and liability to the general public, including workers' compensation, FICA benefits, and agrees to carry on all Laborers unemployment compensation.

Any workman laid off or discharged shall be paid his wages immediately unless otherwise approved by the Local Union Business Manager. In the event he is not paid off, waiting time at the regular straight time rate shall be charged until payment is made. When pay day is a regular holiday, employees shall be paid on the day before such holiday, prior to quitting time. On regular pay day employees must be

paid prior to quitting time. Employees not paid prior to quitting time shall be entitled to pay at straight time rate for waiting time. In case of bad weather, the pay checks shall be ready by 11:00 a.m. on pay day. Regular pay day shall be determined at the pre-job conference or Agreement between the Business Manager and the Employer.

ARTICLE XXIII JURISDICTION OF WORK

It is agreed that this Agreement covers the work of Laborers in the following classes of work:

Tenders
Tending Masons
Plasterers
Carpenters, and other building crafts
Mixing, handling and conveying of all materials used by masons, plasterers and other building and construction crafts, whether done by hand or by any process.
Drying of plastering when done by salamander heat
The cleaning and clearing of all debris
The building of scaffolding and staging for masons and plasterers
The excavations for buildings and all other construction
Digging of trenches, piers, foundations and holes
Digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes
The setting of all guide lines for machine or hand excavation and subgrading
The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors or for other construction
The wrecking, stripping, dismantling, and handling of concrete forms and false work
The building of centers for fireproofing purposes
The shoring, underpinning, and raising of all structures
Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable and so forth, under highways, roads, streets and alleys
All hand and power operating cross cut saws when used for clearing
All drilling, running jackhammers and blasting
All work in compressed air construction
Signal men in all construction work defined herein
All work of running mechanical buggies used in the pouring of concrete
All work on acetylene burners in salvaging
The wrecking of buildings and structures
The trimming of trees
Handling lights and maintaining of all lights, flares, and flashers
Setting and tying of all reinforcement in man holes and catch basin
Dirt and stone tamper
The blocking and tamping of concrete
The manning and handling of vibrators
The laying of sewer tile and conduit, and the pointing up of same and the setting of all manholes and pre-cast materials
The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks
The work of drill running and blasting, including wagon drills
The wrecking, stripping, dismantling, cleaning, moving and oiling of forms
The cutting off of concrete piles

The loading, unloading, handling and carrying to place of installation of all rods, (and material for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union

Clearing of windows

On jobs where contractor has a truck for on-job site hauling, all loading and unloading of materials will be done by Laborers

Asbestos abatement (encapsulation and/or removal)

Remote Tampers

Demolition of Non-Salvageable Material

Landscaping Work

Laser Beam Operator

All other labor work not awarded to any other craft

Hazardous Waste Worker

Lead Base Paint Abatement Worker

Lining of Pipe, Refusing Machine

Crack Sealing, Asphalt Sealing

Road Reflectors

Any Fabric-Petro Mat, Soil Separator

Silt Fence, Pond Liners, Roads, Ponds and Ditches

Assisting on Directional Boring Machine

Surveillance and Traffic Surveillance

Trucks

Lawn Irrigation

The work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer work, tapping water services and forced lift station mechanical work

The Employer recognizes the jurisdiction of the Labor Unions not included in this Agreement and also will abide by all Agreements in force between the Laborers' International Union of North America and the International Unions of other crafts.

The party of the first part agrees not to assign any work which in the past has been done by Laborers to any other craft or organization unless it has been so granted by a definite decision of the Building and Construction Trades Department of the American Federation of Labor or a court of competent jurisdiction.

ARTICLE XXIV JOB CLASSIFICATION

LABORER RATE

(Semi-skilled rate for Heavy/Highway Contract Only)

Carpenter Tenders

Tool Cribmen

Firemen or Salamander Tenders

Flagmen

Gravel Box Men, Bumpmen and Spotters

Form Handlers

Material Handlers

Fencing Laborers

- Cleaning Lumber
- Pit Men
- Material Checkers
- Dispatchers
- Landscapers
- Unloading Explosives
- Laying of Sod
- Planting of Trees
- Removal of Trees
- Asphalt Workers with Machine and Layers
- Asphalt Plant Laborers
- Wrecking Laborers
- Writer of Scale Tickets
- Fire Shop Laborers
- Fireproofing Laborers
- Janitors
- Driving of Stakes, Stringlines for all Machinery
- Window Cleaning
- Demolition Worker
- Diver

\$1.10 CLASSIFICATION - Highway Construction
(Skilled Rate Classification applies to Heavy/Highway Contract Only)

- Asbestos Abatement Worker
- Handling of any materials with any Foreign Matter Harmful to Skin or Clothing
- Track Laborers
- Cement Handlers
- Chloride Handlers
- The Unloading and Laborers with Steel Workers and Re-Bars
- Concrete Workers Wet
- Tunnel Helpers in Free Air
- Batch Dumpers
- Mason Tenders
- Kettle and Tar Men
- Tank Cleaners
- Plastic Installers
- Scaffold Workers
- Motorized Buggies or Motorized Unit Used for Wet Concrete or Handling of Building Materials
- Laborers with De-Watering Systems
- Sewer Workers plus Depth
- Rod and Chainmen with Technical Engineers
- Rod and Chainmen with Land Surveyors
- Rod and Chainmen with Surveyors
- Vibrator Operators
- Cement Silica, Clay, Fly Ash, Lime and Plasters, Handlers, (Bulk or Bag)
- Cofferdam Workers Plus Depth
- On Concrete Paving, Placing, Cutting and Tying of Reinforcing
- Deck Hand, Dredge Hand, and Shore Laborers
- Bankmen on Floating Plant
- Grade Checker
- Power Tools
- Front End Man on Chip Spreaders
- Cassion Workers Plus Depth
- Gunnite Nozzel Men
- Lead man on Sewer Work

Welders, Cutters, Burners and Torchmen
Chainsaw Operators
Jackhammer and Drill Operators
Layout Man and/or Tile Layer
Steel Form Setter - Street and Highway
Air Tamping Hammerman
Signal Man on Crane
Concrete Saw Operator
Screedman on Asphalt Pavers
Laborers Tending Masons with Hot Material or Where Foreign
Materials are used
Mortar Mixer Operators
Multiple Concrete Duct - Leadman
Luteman
Asphalt Raker
Curb Asphalt Machine Operator
Ready Mix Scalemen, Permanent, Portable or Temporary Plant
Laborers Handling Masterplate or Similar Materials
Laser Beam Operator
Concrete Burning Machine Operator
Coring Machine Operator
Plaster Tender
Underpinning and Shoring of Buildings
Pump Men
Manhole and Catch Basin
Dirt and Stone Tamper
Hose Men on Concrete Pumps
Hazardous Waste Worker
Lead Base Paint Abatement Worker
Lining of Pipe, Refusing Machine
Assisting on Direct Boring Machine
The work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer work,
tapping water services and forced lift station mechanical work

ARTICLE XXV

WAGES AND EMPLOYEE SECURITY

Section 1. All work performed at the overtime rate shall be paid accordingly, Construction one and one half (1½) times, with the exception of Sundays and Holidays which shall be paid at double (2) time.

Section 2. Wages for the Local Unions signatory to this Agreement are as outlined in Addendum I and II.

Section 3. Employees shall have the right within the limits set by Section 8 (b) (4) of the National Labor Relations Act as amended; and it shall not be a violation of this contract - nor cause for discharge or any other penalty - if an employee or employees (covered by this Agreement) refuse to go through a legal primary established Union picket line.

ARTICLE XXVI

WORKING RULES

Section 1. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the work day.

Section 2. The Contractor shall furnish all tools, hip boots if needed, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over.

Section 3. Cement car men are to receive the same number of hours of employment per day as the other Laborers on the job.

Section 4. First Aid kits shall be furnished and maintained on all jobs.

Section 5. If an employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

Section 6. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 7. A warm clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

Section 8. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sawman, clean up, get new lumber, etc.

Section 9. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sand blasting, tuck pointers and masons washing down walls.

Section 10. All work of the Employer shall be performed under mutually provided safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety regulations and measures as provided. If the employee refuses to comply with safety regulations after a warning in writing, he may be discharged.

Section 11. If a jackhammer or paving breaker is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally, or eighty (80) pounds or more when used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses at all times, and if necessary, use respirators.

Section 12. No Laborer shall leave the tool shed prior to starting time and shall have all tools put away by quitting time unless instructed to work overtime.

Section 13. The Contractor shall furnish ice water in sanitary containers with sanitary drinking cups, or provide drinking water through sanitary drinking fountains. The water shall be available on the job at starting time and ice shall be available one (1) hour after starting time.

Section 14. Any work not covered by this Agreement or classification which comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.

Section 15. On any project or job where a centrally located reporting place is designated, the employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half (1/2) mile or more from the point where the employees are to work. Vehicles shall be properly covered during cold and inclement weather.

Section 16. There shall be no scoop shovels used except on sawdust, cinders and snow - light weight aggregate.

Section 17. Transferring of employees from job to job during lunch period shall be allowed provided employee receives a lunch period.

Section 18. It is agreed that the unloading, handling and carrying of all steel in concrete paving is the work of the Laborer. It is also agreed that the placing, tying of all steel, including center strips, reinforcing (rods), wire fabrics and expansion joints in concrete paving is the work of the Laborer.

Section 19. Employees will be required to call the employer if he is not able to report for work.

Section 20. In the event of a tool checking system, where Laborers check tools, a Laborer shall be employed as tool crib man at minimum rate.

Section 21. When two (2) or more cement finishers are working, they shall have at least one (1) Laborer as helper or as many more as the job may require, until all Laborers' work is completed. Laborers will not stay for the final trowling, unless Laborers' work is contemplated.

Section 22. Surveillance will be paid at the basic rate up to forty (40) hours prior to overtime. The hours of work will be mutually agreed to between the Employer and the Union. Employees performing surveillance work only will not be part of the normal workforce.

Section 23. When an employee works at the semi-skilled or skilled rate before 12 noon he shall be paid at the applicable rate until the lunch hour. If an employee works after 12 noon at the semi-skilled or skilled rate, he shall be paid at the applicable rate until quitting time.

ARTICLE XXVII

INTOXICANTS AND DRUGS

Section 1. Employees are the contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, employers may develop and maintain a drug and

alcohol testing program for their employees and supervisory personnel. Testing may be done prior to employment, periodically (defined as no more than one time per individual per employer in any 12-month period), and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be NIDA certified. Possession, sale or use of alcohol or unauthorized prescribed medicines on the employer's property, site of construction, or during working hours shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined under this policy).

Section 2. An applicant for employment with any signatory contractor can be required to submit to and pass a drug test at the employer's expense in order to continue his employment. Should the employer require a new applicant to be drug tested, that applicant shall be placed on the employer's payroll before testing begins. If an employee is notified that the results are positive, he/she shall be paid according to Article XVIII and discharged.

Section 3. Within three days after notification of a positive drug test result, an employee subject to this policy can request the employer to direct the Employer Personnel Director to authorize testing of the split sample at another NIDA laboratory of the employee's choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the employer shall reimburse the individual for the cost of that test and all time lost for a maximum of three (3) days and shall provide that individual with employment immediately.

Section 4. Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

Section 5. Any employee upon request shall receive a certified copy of his/her test results with no cost to the employee.

Section 6. For purposes of testing, a blood alcohol level of .04 or more is considered a reason for disqualifying employment.

ARTICLE XXVIII DEPTH AND HEIGHT PAY

Section 1. On scaffolding or false work, whether attached or free standing, staging, movable decks and slip forms, buildings, towers, tanks, or elevators and all height on new and old construction or wrecking, the hourly rate of pay shall be the regular rate of wages for the first twenty (20) feet and for each

additional twenty (20) feet or any fraction thereof the rate shall increase twelve and one-half cents (\$.12 ½) per hour until the height of one hundred (100) feet has been reached. After the height of one hundred (100) feet has been reached, the rate shall increase twenty-five cents (\$.25) for each twenty (20) feet or any fraction thereof and for every twenty (20) feet or any fraction thereof thereafter.

Section 2. When Laborers are required to work six (6) to twelve (12) feet below immediately existing ground level on caisson, shaft, trench excavations and bridge work, they shall receive fifteen cents (\$.15) per hour premium more than the classification they are working under and fifteen cents (\$.15) shall be added for each additional ten (10) feet or any fraction thereof below existing ground level - excluding foundations drain tile eight inches (8") and under.

Section 3. When Laborers are required to work in ditch or trench excavations six (6) feet below existing ground level or any fraction thereof, there shall be two (2) men in the ditch at all times and one (1) man outside of the ditch on top.

Section 4. When an employee works under one of the higher classifications in Article XXVIII, Depth and Height Pay, before 12 noon, he shall be paid at the applicable rate until lunch hour. If employee works after 12 noon, he shall be paid at the applicable rate until quitting time.

All heights referred to above are subject to Free Fall.

ARTICLE XXIX ADJUSTMENT OF DISPUTES

Section 1. Initial Determination. Any dispute of any type concerning the interpretation or application of this Agreement between the Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance within ten (10) days, if possible.

Section 2. Negotiating Committee. In the event that matter is not settled, it shall, within fifteen (15) days, be referred to the Negotiating Committee consisting of a maximum of three (3) employer representatives, selected by the Association, and a maximum of three (3) Union representatives selected by the Union District Council involved, or any equal combination thereof. The determinations of the Negotiating Committee shall be governed by majority vote with each member in attendance having one (1) vote.

Section 3. Arbitration. Should the Negotiating committee be unable to resolve the matter, then the Union or the Employer may refer the matter to arbitration by so notifying the other party involved. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted, the parties shall within five (5) working days after receipt thereof select the arbitrator by the alternate rejection of a suggested name until one remains; it a person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine

who shall reject the first name. The parties recognize that time is of the essence. The cost of arbitration shall be born equally by both parties.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of the Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

Section 5. Conclusiveness and Enforcement. The decisions of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association and Employees and all claiming thereunder) shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE XXX JURISDICTIONAL DISPUTES

It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

- 1) Negotiation by and between the Local Business Representative of the disputing Unions and the North Central Illinois Laborers' District Council and the Employer involved. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
- 2) There shall be no strike or lockout during the attempt to resolve a Jurisdictional Dispute as set forth in this Article.

ARTICLE XXXI ENTIRE AGREEMENT OF PARTIES


Section 1. This represents the entire Agreement of the parties. The Employer understands that the Union is a fraternal society and as such, and in keeping the provision of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matter for its own use. However, such rules or regulations whether contained in a by-laws, constitution or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining Agreement, any employment relationship, or the relationship between the parties.

Section 2. Individual contractors signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent

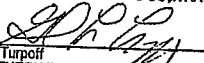
contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent Agreement said non-member contractor notifies the Union in writing that it revokes such authorization. Further, said non-member contractor agrees that notice served by the Union upon said Association and mediation service for reopening, termination, or commencement of negotiations shall constitute notice upon and covering the non-member contractors signatory hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which officially binds said parties under the provisions of the Agreement.

SIGNED this _____ day of _____, 2000, at Rockford, Illinois.

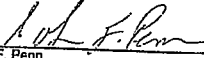
 8/1/00

Glen Turpoff Date
NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION, INC.

 8/1/00

Glen Turpoff Date
NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, INC.

FOR THE UNION:

 7-26-00

John F. Penn Date
NORTH CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL

CONTRACTOR:

Name: _____

Address: _____

Address: _____

Signature: _____

Date: _____

